

**United States Bankruptcy Court  
EASTERN DISTRICT OF MISSOURI**

In re: ) Case No. 17-47531  
**Chad M Rosemann** ) Hearing Date: 01/18/2018  
**Megan Louise Rosemann** ) Hearing Time: 11:00 AM  
Debtor(s) ) Hearing Location: 7 North

## FIRST AMENDED CHAPTER 13 PLAN

**PAYMENTS.** Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts:  
(complete one of the following payment options)

**\$ 355.00** per month for **60** months.

\$\_\_\_\_ per month for \_\_\_\_ months, then \$\_\_\_\_ per month for \_\_\_\_ months, then \$\_\_\_\_ per month for \_\_\_\_ months.

A total of \$\_\_ through \_\_, then \$\_\_ per month for \_\_\_ months beginning with the payment due in \_\_, 20\_\_.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Tax Refund. Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sums(s) consisting of NONE, if any, to be paid to the Trustee.

**DISBURSEMENTS.** Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

1. **Trustee and Court Fees.** Pay Trustee a percentage fee as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.
  2. **Executory Contract/Lease Arrearages.** Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

**CREDITOR NAME**

- ### 3 Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
-NONE-		

(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with the terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
Acceptance Now	\$120.00	8 Months

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
Acceptance Now	\$120.00	8 Months

(L.F. 13 Rev. 5/2015)

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 5A below:

CREDITOR NAME	MONTHLY PAYMENT
-NONE-	

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
-NONE-		

(E) **DSO claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
-NONE-		

4. **Attorney Fees.** Pay Debtor's attorney \$ 1,905.00 in equal monthly payments over 18 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See the Local Rules for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3 (C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
-NONE-		<b>48 Months</b>	<b>0%</b>

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 5.50 % interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/INTEREST
-NONE-		<b>59 months</b>	

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 5.50 % interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9(A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/INTEREST
First Associates Loan Servicing, LLC	<b>10,548.22</b>	<b>6,644.50</b>	<b>59 months</b>	<b>7,689.03</b>
Scott Credit Union	<b>12,115.36</b>	<b>5,092.50</b>	<b>59 months</b>	<b>5,893.07</b>

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claim(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
-NONE-				

(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay \$ 2,000.00 of debtor's attorney's fees and any additional attorney fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
-NONE-			

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to §§507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE (100% or lesser dollar amount enumerated here)
-NONE-		

8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
Lincoln County Collector of Revenue	480.65
Missouri Department of Revenue	899.90

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$ 58,563.32. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$ 0.00. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$ 0.00. Debtor guarantees a minimum of \$ 0.00 (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
-NONE-	

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
-NONE-	

10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily. Within fourteen days of filing federal and state income tax returns, Debtor shall provide a copy of each return to the Chapter 13 Trustee.

14. Any post-petition claims filed and allowed under 11 U.S.C. § 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: December 26, 2017

DEBTOR: /s/ Chad M Rosemann  
Chad M Rosemann

DATE: December 26, 2017

DEBTOR: /s/ Megan Louise Rosemann  
Megan Louise Rosemann

**RESPECTFULLY SUBMITTED,**  
A&L Licker Law Firm, LLC  
By: /s/ Tobias Licker  
Tobias Licker, #56778  
1861 Sherman Dr.  
St. Charles, MO 63303  
(636) 916-5400  
(fax) (636) 916-5402  
email: tobias@lickerlawfirm.com

#### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of Debtor's First Amended Chapter 13 Plan was served either through the Court's ECF system or by regular mail, this December 26, 2017 to:

/s/ Sandeep Gulia

Diana s Daugherty  
Chapter 13 Trustee  
P.O. Box 430908  
St. Louis, MO 63143

Acceptance Now  
5501 Headquarters Dr  
Plano TX 75024-0000

And to all creditors on the attached matrix

(L.F. 13 Rev. 5/2015)

Aargon Collection Agen  
8668 Spring Mountain Rd  
Las Vegas, NV 89117

Acceptance Now  
5501 Headquarters Dr  
Plano, TX 75024

Account Resolution Cor  
700 Goddard Ave  
Chesterfield, MO 63005

Amco Insurance Co  
PO Box 60068  
City of Industry, CA 91716

Ameren Missouri  
PO Box 66529  
Saint Louis, MO 63166-6529

American Profit Recove  
34405 W 12 Mile Rd Ste 3  
Farmington Hills, MI 48331

Barnes Jewish Hospital  
10 Hospital Dr  
Saint Peters, MO 63376

Bass & Associates  
Suite 200  
3936 E Fort Lowell Rd  
Tucson, AZ 85712

BJC Health Care  
PO Box 958410  
Saint Louis, MO 63195-8410

Bowling Green Veterinary  
1230 US-61 BUS  
Bowling Green, MO 63334

Butler Chiropractic  
2900 Highway K #28  
O Fallon, MO 63368

CACi  
PO Box 270480  
Saint Louis, MO 63127

Cap1/ymaha  
90 Christiana Road  
New Castle, DE 19720

Capital One Bank Usa N  
15000 Capital One Dr  
Richmond, VA 23238

CashNet USA  
PO Box 643990  
Cincinnati, OH 46264-3990

CBC Bank  
115 N Lincoln Dr  
Saint Peters, MO 63376

Central Finl Control  
Po Box 66044  
Anaheim, CA 92816

Charter Communication  
PO Box 790086  
Saint Louis, MO 63179-0086

City of O'Fallon  
255 South Lincoln Ave  
O Fallon, IL 62269

Collection Associates LTD  
Po Box 465  
Brookfield, WI 53008

Condor Securitization Trust  
Po Box 503430  
San Diego, CA 92150

Consumer Adjustment Co  
C/O Dennis Joseph Barton  
17600 Chesterfield Airport Rd  
Suite 201  
Chesterfield, MO 63005

Credit Cntrl  
5757 Phantom Dr.  
Hazelwood, MO 63042

Credit Management LP  
4200 International Pkwy  
Carrollton, TX 75007

Credit One Bank  
Po Box 98872  
Las Vegas, NV 89193-8872

Dennis J Barton, III  
17600 Chesterfield Airport Rd.  
Suite 201  
Chesterfield, MO 63005

Des Peres Hospital  
PO Box 66044  
Anaheim, CA 92816

Diversifd Co  
900 South Highway  
Fenton, MO 63026

Division of Employment Security  
C/O Shannon Branson  
PO Box 3100  
BPC Unit  
Jefferson City, MO 65102

Elliott H. Farberman, MD  
755 Dunn Road  
Hazelwood, MO 63042

Fingerhut Directing Marketing  
6509 Flying Cloud Dr  
Eden Prairie, MN 55344

First Associates Loan Servicing, LLC  
2356 Moore Street, Suite 104  
San Diego, CA 92110

First Premier Bank  
3820 North Louise Ave  
Sioux Falls, SD 57107

HRRG  
Po Box 5406  
Cincinnati, OH 45213

IRS  
PO Box 7346  
Philadelphia, PA 19101

Jefferson Capital Systems LLC  
16 McLeland Rd.  
Saint Cloud, MN 56303

Kay Jewelers  
PO Box 3680  
Akron, OH 44309-3680

Lake Forest Emergency Group LLC  
100 Medical Plaza  
Lake Saint Louis, MO 63367

Lincoln County Collector of Revenue  
Jerry L Fox  
201 Main St# 103  
Troy, MO 63379

Linebarger Goggan Blair & Sampson LLP  
900 Arion Parkway, Suite 104  
San Antonio, TX 78216

MBA Law Offices  
2222 Texoma Pkwy, Suit 160  
Sherman, TX 75090

Medical Revenue Service  
Po Box 938  
Vero Beach, FL 32961

Mercy Clinic -St Louis  
PO Box 206153  
Dallas, TX 75320

Mercy Hospital  
Po Box 504655  
Saint Louis, MO 63105

Mercy Virtual Business Office  
P.O. Box 504856  
Saint Louis, MO 63150

Metro-West Anesthesia Group  
PO Box 958864  
Saint Louis, MO 63195-8864

Midland Funding, LLC  
8875 Aero Dr Ste 200  
San Diego, CA 92123

Missouri Department of Revenue  
PO Box 475  
301 W. High Street  
Jefferson City, MO 65105-0475

National Credit Adjust  
327 W 4th Ave  
Hutchinson, KS 67501

National Credit Adjusters  
PO Box 3023  
Hutchinson, KS 67504

National Healthcare Collections  
700 Spirit of St. Louis Blvd.  
Suite B  
Chesterfield, MO 63005

National Recovery Agen  
2491 Paxton St  
Harrisburg, PA 17111

NCO Financial System  
PO Box 15630  
Wilmington, DE 19850

NCO Financial System  
PO Box 15609  
Wilmington, DE 19850

Ninion S Riley  
PO Box 3100  
Jefferson City, MO 65102

Northland Group, Inc  
PO Box 390846  
Minneapolis, MN 55439

One Advantage, LLC  
7650 Magna Dr  
Belleville, IL 62223-3366

Pediatrix Medical Group  
621 S New Ballas Rd  
Saint Louis, MO 63141

Pepose Vision Institute  
1815 Clarkson Rd.  
Chesterfield, MO 63017

Portfolio Recovery Associates  
120 Corporate Blvd  
Ste 100  
Norfolk, VA 23502

Quantum 3 Group LLC  
P.O. Box 788  
Kirkland, WA 98083

Radiologic Imaging Consultants  
PO Box 780  
Saint Charles, MO 63302-0780

Radiologic Imaging Consultants  
220 Compass Point Dr  
Saint Charles, MO 63301

Receivable Solutions Inc.,  
P.O.Box 505023  
Saint Louis, MO 63150

Receivable Solutions, Inc  
PO Box 1984  
Southgate, MI 48195-0984

Regional Credit Services  
1201 Jefferson St  
Ste 150  
Washington, MO 63090

Reviver Financial LLC  
PO Box 3023  
Hutchinson, KS 67504

Rise Credit of Missouri  
4150 International Plaza Ste 300  
Fort Worth, TX 76109

Salander Enterprises  
Po Box 465  
Brookfield, WI 53008

Schumacher Group  
PO Box 770  
Larkspur, CO 80118

Scott Credit Union  
PO Box 485  
Edwardsville, IL 62025

SE Emergency Phys Memphis  
Po Box 740023  
Cincinnati, OH 45274-0023

Senex Services Corp  
333 Founds Rd  
Indianapolis, IN 46268

Shaffer & Associates  
101 S. 5th Street  
Columbia, MO 65201

SSM Health  
P.O.Box 795100  
Saint Louis, MO 63179

SSM Medical Group  
PO Box 795100  
Saint Louis, MO 63179-0700

St. Anthony's Medical Center  
PO Box 510410  
Saint Louis, MO 63151

St. Johns Mercy Hospital  
615 South New Ballas  
Saint Louis, MO 63141

St. Joseph Health Center  
SSM Healthcare  
PO Box 505233  
Saint Louis, MO 63150

St. Luke's Medical Group  
232 S Woods Mill Rd  
Chesterfield, MO 63017

Stellar Recovery Inc  
1327 Hwy 2 W  
Kalispell, MT 59901

Stephens OB GYN Associates  
226 S Woods Mill Rd Ste 55W  
Chesterfield, MO 63017

Thd/cbna  
Po Box 6497  
Sioux Falls, SD 57117

The Barton Law Group, LLC  
Re: Title Loan Company  
17600 Chesterfield Airport Road  
Suite 201  
Chesterfield, MO 63005

The Enchanted Bride  
9611 Olive Blvd.  
Saint Louis, MO 63132

The Johnson Law Firm  
220 Salt Lick Road  
Saint Peters, MO 63376

Total Visa  
PO Box 5220  
Sioux Falls, SD 57117

Tower Loan  
Pob 320001  
Flowood, MS 39232

Transworld Sys Inc/33  
507 Prudential Rd  
Horsham, PA 19044

U S Dept Of Ed/Gsl/Atl  
Po Box 4222  
Iowa City, IA 52244

United States Attorney  
111 South 10th Street  
20th Floor  
Saint Louis, MO 63102

Washington University  
1 Barnes Jewish Hosp  
Saint Louis, MO 63110

Washington University Physicians  
660 S Euclid Ave Campus  
PO Box 8239  
Saint Louis, MO 63110

Washington University School of Medicine  
660 S Euclid Ave  
Saint Louis, MO 63110

Webbank/fingerhut Fres  
6250 Ridgewood Road  
St Cloud, MN 56303